

[Query](#) [Reports](#) [Utilities](#) [Help](#) [What's New](#) [Log Out](#)CLOSED, [ACO](#)

**U.S. District Court
Eastern District of New York (Brooklyn)
CIVIL DOCKET FOR CASE #: 1:22-cv-07131-LDH-LB**

Stenn Assets UK Limited v. Dackers Trading LLC
Assigned to: Judge LaShann DeArcy Hall
Referred to: Magistrate Judge Lois Bloom
Demand: \$344,000
Cause: 28:1332 Diversity-Other Contract

Date Filed: 11/22/2022
Date Terminated: 02/01/2024
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff**Stenn Assets UK Limited**

represented by **Kenneth C. Rudd**
Zeichner Ellman & Krause LLP
730 Third Avenue
New York, NY 10017
212-223-0400
Email: krudd@zeklaw.com
ATTORNEY TO BE NOTICED

Jennifer Marie Marcus
Zeichner Ellman & Krause LLP
1211 Avenue of the Americas
10036
New York, NY 10036
212-223-0400
Email: jmarcus@zeklaw.com
TERMINATED: 07/13/2023
ATTORNEY TO BE NOTICED

V.

Defendant**Dackers Trading LLC**

Date Filed	#	Docket Text
11/22/2022	1	COMPLAINT against Dackers Trading LLC filing fee \$ 402, receipt number ANYEDC-16164553 Was the Disclosure Statement on Civil Cover Sheet completed -NO,, filed by Stenn Assets UK Limited. (Attachments: # 1 Exh.1 EasyClean Framework Agreement, # 2 Exh.2 Kunshan Framework Agreement, # 3 Exh. 3 EasyClean Invoices, # 4 Exh. 4 EasyClean Exhibit, # 5 Exh. 5 First Kunshan Invoices, # 6 Exh. 6 First Kunshan Exhibit, # 7 Exh. 7 Second Kunshan Invoice, # 8 Exh. 8 Second Kunshan Exhibit, # 9 Exh. 9 EasyClean NOA, # 10 Exh. 10 First Kunshan NOA, # 11 Exh. 11 Second Kunshan NOA, # 12 Civil Cover sheet, # 13 Proposed Summons) (Marcus, Jennifer) (Entered: 11/22/2022)

11/22/2022	<u>2</u>	Corporate Disclosure Statement by Stenn Assets UK Limited identifying Corporate Parent Stenn Finance Ltd., for Stenn Assets UK Limited. (Marcus, Jennifer) (Entered: 11/22/2022)
11/22/2022		Case Assigned to Judge LaShann DeArcy Hall and Magistrate Judge Lois Bloom. Please download and review the Individual Practices of the assigned Judges, located on our website . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (SR) (Entered: 11/23/2022)
11/23/2022	<u>3</u>	Summons Issued as to All Defendants. (SR) (Entered: 11/23/2022)
11/23/2022	<u>4</u>	In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that <i>if</i> all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. The form may also be accessed at the following link: http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf . You may withhold your consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent. (SR) (Entered: 11/23/2022)
11/23/2022	<u>5</u>	This attorney case opening filing has been checked for quality control. See the attachment for corrections that were made, if any. (SR) (Entered: 11/23/2022)
12/06/2022	<u>6</u>	SUMMONS Returned Executed by Stenn Assets UK Limited. Dackers Trading LLC served on 12/2/2022, answer due 12/24/2022. (Rudd, Kenneth) (Entered: 12/06/2022)
12/06/2022	<u>7</u>	NOTICE by Stenn Assets UK Limited of <i>Service Pursuant to Section 303 Limited Liability Company Law</i> (Marcus, Jennifer) (Entered: 12/06/2022)
12/28/2022	<u>8</u>	Request for Certificate of Default by Stenn Assets UK Limited (Attachments: # <u>1</u> Declaration of Jennifer M. Marcus, # <u>2</u> Proposed certificate of default) (Marcus, Jennifer) (Entered: 12/28/2022)
01/04/2023		ORDER: Plaintiffs request for a certificate of default <u>8</u> is respectfully referred to Magistrate Judge Lois Bloom. Ordered by Judge LaShann DeArcy Hall on 1/4/2023. (EW) (Entered: 01/04/2023)
01/26/2023	<u>9</u>	Clerk's ENTRY OF DEFAULT It appearing from the docket maintained in this action that defendant Dackers Trading LLC has failed to appear or otherwise defend this action, the default of defendant Dackers Trading LLC is hereby noted pursuant to Rule 55a of the Federal Rules of Civil Procedure. (JP) (Entered: 01/26/2023)
03/10/2023	<u>10</u>	MOTION for Default Judgment <i>as to Dackers Trading LLC</i> by Stenn Assets UK Limited. (Attachments: # <u>1</u> Declaration of Jennifer M. Marcus, # <u>2</u> Exh. A Clerk's certificate of default and affidavit of service, # <u>3</u> Exh. B Complaint, # <u>4</u> Declaration of Greg Karpovsky, # <u>5</u> Proposed default judgment, # <u>6</u> Bill of costs, # <u>7</u> Certificate of service) (Marcus, Jennifer) (Entered: 03/10/2023)
06/06/2023		ORDER: Plaintiff's motion for default judgment <u>10</u> is respectfully referred to Magistrate Judge Lois Bloom for a report and recommendation. Ordered by Judge LaShann DeArcy Hall on 6/6/2023. (CG) (Entered: 06/06/2023)
07/10/2023	<u>11</u>	NOTICE of Appearance by Kenneth C. Rudd on behalf of Stenn Assets UK Limited (aty to be noticed) (Rudd, Kenneth) (Entered: 07/10/2023)
07/12/2023	<u>12</u>	MOTION to Withdraw as Attorney <i>for plaintiff on behalf of Jennifer M. Marcus</i> by Stenn Assets UK Limited. (Attachments: # <u>1</u> Declaration of Kenneth C. Rudd in support, # <u>2</u> Certificate of service) (Rudd, Kenneth) (Entered: 07/12/2023)

07/13/2023		ORDER: Motion to withdraw Attorney Jennifer M. Marcus as counsel for plaintiff, ECF No. 12 , is granted. The Clerk of Court shall terminate Attorney Jennifer M. Marcus from the docket. Ordered by Magistrate Judge Lois Bloom on 7/13/2023. (EW) (Entered: 07/13/2023)
10/13/2023		ORDER: Plaintiff's motion 10 for default judgment is respectfully referred to Chief Magistrate Judge Lois Bloom. Ordered by Judge LaShann DeArcy Hall on 10/13/2023. (CG) (Entered: 10/13/2023)
01/08/2024	13	REPORT AND RECOMMENDATION: Plaintiff Stenn Assets UK Limited brings this diversity action against defendant Dackers Trading LLC for breach of contract and account stated. Plaintiff seeks to recover damages for unpaid accounts receivable assigned to plaintiff by non-party suppliers for goods that defendant purchased from the suppliers. Despite service of the summons and complaint, defendant has failed to plead or otherwise defend this action. Plaintiff now moves for a default judgment pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure. The Honorable LaShann DeArcy Hall referred plaintiff's motion to me for a Report and Recommendation in accordance with 28 U.S.C. § 636(b). For the reasons set forth in the <u>attached Report</u> , I respectfully recommend that plaintiff's motion for a default judgment should be granted in part and denied in part, and that plaintiff should be awarded \$344,135.70 in compensatory damages, plus pre- and post-judgment interest and costs. <u>See attached Report</u> . Objections to R&R due by 1/22/2024. Ordered by Magistrate Judge Lois Bloom on 1/8/2024. (VP) (Entered: 01/08/2024)
01/30/2024		ORDER ADOPTING REPORT AND RECOMMENDATION: No objections have been filed to Magistrate Judge Bloom's January 8, 2024 report and recommendation 13 (the "R&R"), which recommends that Plaintiff's motion 10 for default judgment be granted in part and denied in part. Specifically, the R&R recommends that the Court grant Plaintiff's motion with respect to its claim for account stated, deny the motion with respect to Plaintiff's breach of contract claim, and dismiss the breach of contract claim as duplicative of the accounts stated claim. The Court has reviewed the R&R for clear error and, finding none, hereby ADOPTS the R&R in its entirety as the opinion of this Court. Accordingly, Plaintiff's motion 10 for default judgment is GRANTED as to its claim for account stated and DENIED as to its breach of contract claim. Moreover, Plaintiff's breach of contract claim is DISMISSED as duplicative of its account stated claim. Plaintiff is awarded \$344,135.70 in damages, \$11,059.60 in pre-judgment interest through February 15, 2023, \$84.87 per diem from February 16, 2023 through the date of judgment, \$492 in costs, and post-judgment interest. The Clerk of Court is respectfully directed to enter judgment and close this case. Ordered by Judge LaShann DeArcy Hall on 1/30/2024. (CG) (Entered: 01/30/2024)
02/01/2024	14	DEFAULT JUDGMENT: That Plaintiff's motion for default judgment is granted in part and denied in part; that Plaintiff's motion for default judgment is granted as to its claim for account stated and denied as to its breach of contract claim; that Plaintiff's breach of contract claim is dismissed as duplicative of its account stated claim; and that Plaintiff is awarded a total amount of \$385,391.80 plus post-judgment interest. Signed by Brenna B. Mahoney, Clerk of Court by Jalitza Poveda, Deputy Clerk on 2/1/2024. (MLR) (Entered: 02/01/2024)